



Alice Perry
INTERIM DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

January 15, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Clarvida for emergency shelter services. Agreement Value is approximately \$402,918.50 for 5 years. Funding is through Budgeted County General Funds.

Previous Board Action/Review	This is a new contract.		
Performance Clackamas	1. Provide intervention, accountability, compliance monitoring, and support services to youth referred to the Department so they can understand the impact of their actions, repair harm, successfully complete court supervision, and stop committing offenses. 2. Safe, Secure, and Livable Communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Tiffany West	Contact Phone	503-650-3162

EXECUTIVE SUMMARY: Clackamas County Juvenile Department (CCJD) is requesting approval to contract with Maple Star Oregon, Inc. dba Clarvida to provide Emergency Shelter Care (ESC) for youth referred by the Clackamas County Juvenile Department (CCJD) as an immediate, short-term placement. This contract is for one (1) Emergency Shelter Care bed on a fee for service basis at \$220.78 per day.

The overall goal of Emergency Shelter Care is to divert youth from detention beds when they can be safely placed in this temporary residential setting while safety planning and communication transpires with family members and providers.

RECOMMENDATION: Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Alice Perry'.

Alice Perry, Interim Juvenile Director
Juvenile Department

For Filing Use Only



CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001546

This Personal Services Contract (this “Contract”) is entered into between Maple Star Oregon, Inc. doing business as Clarvida (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Juvenile Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2030.
- 2. Scope of Work.** Contractor shall provide the following personal services: Emergency shelter care services for youth referred by the County (“Work”), as described in RFP 2025-10 the negotiated scope of which is attached hereto as **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, annually a sum not to exceed the amount of one (1) bed per day annually, for a total Contract value not to exceed **Four Hundred Two Thousand Nine Hundred Eighteen Dollars and Fifty Cents (\$402,918.50)** for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis attached hereto as **Exhibit B**.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Twest2@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

6. Contractor and County Contacts.

Contractor Administrator: Michelle Ottaviano Phone: (503) 290-1900 Email: Michelle.Ottaviano@clarvida.com	County Administrator: Tracey Freeman Phone: 503-650-3156 Email: Tfreeman@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. **Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
11. **Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators

identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. Tax Compliance Certification. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. Termination. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. Remedies. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. No Third Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. Time is of the Essence. Contractor agrees that time is of the essence in the performance of this Contract.

23. Foreign Contractor. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. Force Majeure. Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. Waiver. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. Public Contracting Requirements. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. Confidentiality. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “**Personal Information**” is defined in ORS 646A.602(12)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as “Confidential” to be held in confidence (“**Confidential Information**”), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. Criminal Background Check Requirements.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 30. Release of Data.** Contractor shall not disclose any data gathered in performance of this Contract that includes population, statistics, outcomes or results without the County's prior review and express prior written approval. Contractor shall not alter, omit, or otherwise change County-approved data. The provisions of this section does not restrict the County from disclosing data gathered in performance of this Contract to the extent required by any law or regulation including, but not limited to, the Oregon Public Records law. The provisions of this section does not restrict County from disclosing data gathered in performance of this Contract to another person or organization for use in research, program performance reporting, training or educational purposes so long as the disclosure is permitted by applicable law and does not include any personally identifiable information (including but not limited to a party's name, address, financial information, birthdates or social security numbers.) Nothing herein shall be construed as permitting disclosure of any data protected under applicable law.
- 31. Advertising.** Contractor shall not publish, or cause to have published, or make public use of the County's name, logos, trademarks, or any information about its relationship with the County without prior written permission from the County for each individual instance, which permission may be withheld at the County's sole discretion

32. Reserved.

33. Reserved.

34. Abuse Reporting. Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 407-045-0250 through 407-45-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

35. Merger. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Maple Star Oregon, Inc. dba Clarvida

Clackamas County

**Michelle
Ottaviano**

Digitally signed by Michelle Ottaviano
DN: O=Maple Star Oregon CBA Clarvida, CN=Michelle Ottaviano, E=Michelle.Ottaviano@Clarvida.com
Reason: I am the author of this document
Location:
Date: 2025.11.26 10:30:23-0800
Foxit PDF Editor Version: 13.1.2

Authorized Signature

Date

Chair

Date

Michelle Ottaviano

Name / Title (Printed)

Name: _____

643581-88

Oregon Business Registry #

Approved for Legal Sufficiency:

DNP/OR

Entity Type / State of Formation

County Counsel

Date

EXHIBIT A

PERSONAL SERVICES CONTRACT SCOPE OF WORK

SCOPE OF WORK OVERVIEW: Contractor shall provide Emergency Shelter Care services for youth in Clackamas County on a fee for service basis. Emergency Shelter Care placements are for up to thirty days (with extensions allowed per CCJD manager approval) per CCJD referred youth.

OVERALL PROGRAM GOAL: Contractor will provide Emergency Shelter Care (ESC) for youth in Clackamas County as an immediate, short-term respite of care. The provider(s) will have the ability to provide safe, predictable housing and basic support services can be provided in a Non-BRS group home setting or through sub-contracted foster care homes. The provider(s) will facilitate continuity with education and pre-existing medical/counseling appointments and create a reunification plan with the family including new strategies to address issues in the home. The provider(s) will be responsible for furnishing adequate structure and supervision day and night.

TARGET POPULATION: Youth in need of immediate, short-term respite of care referred by CCJD. CCJD will screen for placement into shelter services to determine placement suitability based on eligibility criteria that is agreed upon by CCJD and Clarvida.

SERVICE COMPONENTS: In addition to the provider(s) group home, and/or sub-contracted foster home, licensed/accredited by the Oregon Department of Human Services Children's Care Licensing Program (CCLP) as an Oregon DHS licensed contractor/provider, the provider(s) for this program will be able to provide all the following:

1. Immediately respond to CCJD's initial contact and provide transportation from the Juvenile Intake and Assessment Center (JIAC) to placement within the 5 hours holding period for accepted youth
2. Provide immediately, as requested, short term emergency shelter care in an Oregon Department of Human Services ("ODHS") licensed foster home or group home (congregate care) setting and provide immediate crisis stabilization for accepted youth
2. Create a crisis plan.
3. Provide youth structure during the day and supervision at night
4. Provide initial notification and follow up to family within 24 hours of placement
5. Provide support to the youth during their stay to reduce further trauma and/or disruption to their current routine, including but not limited to:
 - a. Provide transportation for youth to and from the youth's current educational placement, including homeschool
 - b. Provide transportation for youth to and from the youth's doctor's appointments, court hearings, and any other scheduled and/or required appointments
 - c. Provide continuity with education and pre-existing medical/counseling needs
6. Provide reunification support for youth and family in preparation for the conclusion of ESC, including but not limited to:
 - a. Create a reunification plan to home with the family including recommendations and referrals as needed, and provide copy to CCJD
 - b. Planning and participation in a reunification meeting with the family and youth
 - c. Share potential interventions and resources with family and youth
 - d. Provide a crisis line or means to communicate with provider(s) for the family to discuss reunification plan for youth

7. Staffing Requirements: Have trained supervisor(s), who provide qualified oversight, supervision and quality assurance of the foster families, staff, or other personnel providing direct services to:
 - a. Ensure quality customer service.
 - b. Supervision of all program processes, casework management and required documentation.
 - c. Provide training to staff as necessary including, but not limited to:
 - i. Verbal de-escalation
 - ii. Conflict Diffusion
 - iii. Trauma Informed Care
 - iv. Commercial Sexual Exploitation of Children (CSEC)
 - v. Fire-setting youth
 - vi. Youth who have committed sex offenses.
 - vi. Cultural, Racial, Ethnic, Religious, Sexual Orientation, and Gender (including Gender Identity) Responsivity
 - vii. Continuing Education Units as required by ODHS Certification and licensing standards
 - viii. Other training(s) as may be designated by CCJD
 - ix. Verify accurate records of cases assigned/returned and report data to the CCJD at regularly-scheduled intervals, as outlined below in ADDITIONAL REQUIREMENTS: Section 5. Reporting.

ADDITIONAL REQUIREMENTS: In addition to the items listed above, providing immediate respite care, Emergency Shelter Care (ESC) services, in a license Oregon Department of Human Services Children's Care group and/or foster care home, the provider(s) must be able to do the following:

1. **Ensure all services provided** to be culturally, gender and sexual orientation competent and responsive. The selected provider(s) proposal will demonstrate their commitment to behaviors, attitudes and policies that enable the contract agency to deliver service in welcoming and affirming ways that meet the diverse needs of the youth and their families.
2. **The provider(s) must demonstrate the ability to provide linguistically appropriate service all parents and/or guardians who are non-English speakers.**
3. **Routine Medical care for ESC youth:** Provider(s) will assist the youth in applying for the Oregon Health Plan (OHP) or the prevailing health insurance coverage that is offered by the State of Oregon for low-income, uninsured individuals by completing a MSC1462 form. A youth's health insurance or OHP will be utilized for their medical needs.
4. **Critical Incident Reporting:** The provider(s) in addition to complying with all Oregon Department of Human Services Children's Care Licensing Program (CCLP) reporting requirement will also do the following:
 - a. The provider(s) shall immediately notify the CCJD Supervisor overseeing this contract by telephone and/or no later than within the same working day of a critical incident or a sensitive topic. If the incident or sensitive topic occurs after normal business hours, on a holiday or weekend, and/or is unable to directly speak with the CCJD Supervisor overseeing this contract, the provider(s) shall then contact the Juvenile Intake and Assessment Center by telephone and ask to speak with the on-call supervisor or on-duty

shift supervisor. A written report shall be submitted within three (3) business days of the incident.

- b. For incidents requiring youth to appear in court, written notification should be provided prior to 9am the following business day.
- c. A critical incident is defined as, but is not limited to the following:
 - i. Any event likely to elicit heightened public interest or litigation.
 - ii. An incident that punishes, endangers, or otherwise harms a youth as a result of staff action or inaction.
 - iii. The death of a client.
 - iv. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client.
 - v. A medical situation that results in the need to go to the emergency room or hospitalization.
 - vi. Criminal charges brought against a staff member or subcontract staff member involving a client.
 - vii. Professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation.
 - viii. Actions by a client that result in the death or serious injury of another person.
 - ix. Any incident deemed by Contractor to be of a critical nature.
- e. If the provider(s) is providing BRS services, the provider(s) will also follow all BRS reporting requirements.
- d. The CCJD Assistant Director shall determine the appropriate follow-up. Contractor shall fully cooperate in any fact-finding inquiry that may be conducted.

5. Runaway Notification: In the event a youth runs from a ESC placement, staff with knowledge of the run incident will ensure that immediate notification will be made to the youth's parent, the law enforcement agency who responds to their location and to the Clackamas County Juvenile Assessment and Intake Center. To be in compliance with Title IV-E requirements relative to youth who run away from a foster care placement, this notification must be made without delay.

5. Reporting: CCJD will establish performance, process and outcome measures as well as data collection strategies relating to the services provided to youth and families in order to accomplish programmatic and departmental goals listed above. Service Contractor will submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include dosage and frequency of intervention.

6. Quarterly/Semi Annual Review: A quarterly compliance review will be conducted by CCJD manager(s).

7. Quality Assurance: Provider should have existing processes and procedures in place for quality assurance of their program. Applicants should be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. It is expected applicants will also comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. It is also the responsibility of the provider to respond accordingly to any possible program drift or

performance improvement issues identified in an effort to ensure program fidelity and performance.

8. **Readiness to Provide Service:** There will be no start-up period for Contracts. Provider(s) shall reasonably expect to have the capability of providing the full Scope of Work on the Contract Effective Date

EXHIBIT B

Budget

Clackamas Emergency Bed		FY26	FY27	FY28	FY29	FY30
Revenue						
Average Daily Census of 1 @ \$220.78/Night		\$80,583.70	\$80,583.70	\$80,583.70	\$80,583.70	\$80,583.70
Contracted for 1 Bed						
Personnel						
Office Adminstrator (0.01 FTE)		\$536.17	\$557.62	\$579.92	\$603.12	\$627.25
Trainer (0.01 FTE)		\$682.50	\$709.80	\$738.19	\$767.72	\$798.43
Program Director (0.05 FTE)		\$3,804.53	\$3,956.71	\$4,114.98	\$4,279.58	\$4,450.76
Program Lead (0.05 FTE)		\$3,003.00	\$3,123.12	\$3,248.04	\$3,377.97	\$3,513.09
Family Care Certifer (0.05 FTE)		\$2,457.00	\$2,555.28	\$2,657.49	\$2,763.79	\$2,874.34
Family Care Coordinator (0.05 FTE)		\$2,457.00	\$2,555.28	\$2,657.49	\$2,763.79	\$2,874.34
Benefits 20%		\$2,588.04	\$2,691.56	\$2,799.22	\$2,911.19	\$3,027.64
On-Call Stipends		\$1,140.00	\$1,185.60	\$1,233.02	\$1,282.34	\$1,333.64
Payroll Taxes and Processing Fees		\$200.00	\$208.00	\$216.32	\$224.97	\$233.97
Total Payroll		\$16,868.24	\$17,542.97	\$18,244.69	\$18,974.48	\$19,733.45
Purchased Services						
Foster Parent Payments (100 Per/Night)		\$36,500.00	\$37,595.00	\$38,722.85	\$39,884.54	\$41,081.07
Foster Care Bonus Payments (Good Standing Bonus, Days Of Care)		\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53
Respite		\$1,400.00	\$1,442.00	\$1,485.26	\$1,529.82	\$1,575.71
Foster Care Recruitment		\$1,400.00	\$1,442.00	\$1,485.26	\$1,529.82	\$1,575.71
Foster Care Incidental		\$2,240.00	\$2,307.20	\$2,376.42	\$2,447.71	\$2,521.14
Total Purchased Services		\$44,540.00	\$45,876.20	\$47,252.49	\$48,670.06	\$50,130.16
Client Services Expenses						
Client Educational Supplies		\$200.00	\$206.00	\$212.18	\$218.55	\$225.10
Client Medical Supplies		\$40.00	\$41.20	\$42.44	\$43.71	\$45.02
Clinical Mileage		\$1,000.00	\$1,030.00	\$1,060.90	\$1,092.73	\$1,125.51
Client Clothing		\$250.00	\$257.50	\$265.23	\$273.18	\$281.38
Client Meetings Activities		\$250.00	\$257.50	\$265.23	\$273.18	\$281.38
Client Meals		\$200.00	\$206.00	\$212.18	\$218.55	\$225.10
Total Client Services		\$1,940.00	\$1,998.20	\$2,058.15	\$2,119.89	\$2,183.49
General Adminstrative						
Background Checks		\$20.00	\$20.60	\$21.22	\$21.85	\$22.51
Recruiting & Hiring		\$200.00	\$206.00	\$212.18	\$218.55	\$225.10
Insurance		\$200.00	\$206.00	\$212.18	\$218.55	\$225.10
Software		\$60.00	\$61.80	\$63.65	\$65.56	\$67.53
Meals		\$200.00	\$206.00	\$212.18	\$218.55	\$225.10
Travel		\$200.00	\$206.00	\$212.18	\$218.55	\$225.10
Employee Relations		\$60.00	\$61.80	\$63.65	\$65.56	\$67.53
Office Supplies		\$120.00	\$123.60	\$127.31	\$131.13	\$135.06
Internet Fees		\$280.00	\$288.40	\$297.05	\$305.96	\$315.14
Cell Phones		\$200.00	\$206.00	\$212.18	\$218.55	\$225.10
Total General Admin		\$1,540.00	\$1,586.20	\$1,633.79	\$1,682.80	\$1,733.28
State Admin (0.01 %)						
State Admin Total		\$2,378.52	\$2,449.88	\$2,523.37	\$2,599.07	\$2,677.05
Shared Services (IT, HR, Risk, Finance Etc)						
Total Shared Services 12%		\$1,863.39	\$1,910.92	\$2,014.44	\$2,096.06	\$2,179.90